



**SUPPLEMENTAL REISSUE APPLICATION
DECLARATION BY THE ASSIGNEE**

Attorney Docket No.: 24104A

As a below named inventor, I hereby declare that:
Each inventor's residence, mailing address and citizenship are
stated below next to their name.

The entire title to the patent identified below is vested in the
assignee, Harrison G. Purvis.

Inventor: Harrison G. PURVIS
Citizenship: United States
Residence/
Mailing Address: 130 North Middleton Street, Robbins, NC 27326

Inventor: Lonnie E. ARNOLD
Citizenship: United States
Residence/
Mailing Address: 677 Revels Rd., Fuquay Varina, NC 27526

Inventor: Tony R. MATTHEWS
Citizenship: United States
Residence/
Mailing Address: 196 Old Buies Creek Rd., Lillington, NC 27546

I believe the inventors named above to be the original and first
inventor(s) of the subject matter which is described and claimed
in said patent No. 5,842,685 issued on December 1, 1998, for
which a reissue patent is sought on the invention entitled
TEMPORARY GUARD RAIL SYSTEM, the specification of which:

(Check One)
_____ is attached hereto

X was filed on October 31, 2000

as reissue application number 09/703,277

and was amended on 09/10/01; 04/26/02; 02/10/04; 07/16/04; and
11/15/04

I have reviewed and understand the contents of the above-
identified specification, including the claims, as amended by any
amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability as defined in Title 37, Code of Federal Regulation, 1.56(a).

_____ I hereby claim foreign priority benefits under Title 35, United States Code, 119 (a)-(d) or (f), or 365(b). Attached is form PTO/SB/02B (or equivalent) listing the foreign applications.

I verily believe the original patent to be wholly or partly inoperative or invalid, for the reasons described below. (Check all that apply.)

_____ by reason of a defective specification or drawing.

 X by reason of the patentee claiming more or less than he had the right to claim in the patent.

_____ by reason of other errors.

At least one error upon which reissue is based is described below. If the reissue is a broadening reissue, such must be stated with an explanation as to the nature of the broadening:

Applicant's previous attorney failed to appreciate the contribution and scope of Applicant's invention and failed to claim the scope of what Applicant was entitled to claim. Applicant's previous attorney allowed claims to issue which were too narrow. For example, the at least one error includes, in Claim 1, the language "said connecting means including a first threaded stud outwardly projecting from a top end of said stanchions" which is too narrow and unnecessary to define over the prior art.

All errors corrected in this reissue application arose without any deceptive intention on the part of the applicant.

I hereby appoint the attorneys and/or agents associated with Customer No.: **27975** as my attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Correspondence Address: Direct all communications about the application to:

CHRISTOPHER F. REGAN, ESQUIRE

CHRISTOPHER F. REGAN, ESQUIRE
ALLEN, DYER, DOFFELT, MILBRATH & GILCHRIST, P.A.
P.O. Box 3791
Orlando, Florida 32802-3791

Direct Telephone Calls to:

Christopher F. Regan
(407) 841-2330

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed.

Full name of person signing: Harrison G. PURVIS
Signature: *Harrison G. Purvis* Date: 12/15/05
Address of Inventor/Assignee: 130 North Middleton Street
Robbins, NC 27325

Full name of person signing: Lonnie E. ARNOLD
Signature: *L. Arnold* Date: 12-15-05
Address of Inventor: 677 Revels Rd. Fuquay Varina, NC 27526

Full name of person signing: Tony R. MATTHEWS
Signature: _____ Date: _____
Address of Inventor: 196 Old Buies Creek Rd.
Lillington, NC 27546

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Full name of person signing: Harrison G. PURVIS
Signature: _____ Date: _____
Address of Inventor/Assignee: 130 North Middleton Street
Robbins, NC 27325

Full name of person signing: Lonnie E. ARNOLD
Signature: _____ Date: _____
Address of Inventor: _____

Full name of person signing: Tony R. MATTHEWS
Signature: Tony R. Matthews Date: 12 25 05
Address of Inventor: 196 Old Buies Creek Rd.
Lillington, NC 27546



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Resissue Patent Application)
for PATENT NO. 5,842,685 for:)
PURVIS ET AL.)
)
Serial No. 08/620,211)
)
Filing Date: March 29, 1996)
)
Issue Date: December 1, 1998)
)
For: TEMPORARY GUARD RAIL SYSTEM) Attorney Docket No.
) 24104

)

CERTIFICATE UNDER 37 CFR 3.73(b)

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

I, Harrison G. Purvis, do hereby certify that I am the assignee of the entire right, title and interest in the United States Patent identified above by virtue of an assignment from the co-inventor Lonnie E. Arnold, Jr. The assignment from Lonnie E. Arnold, Jr. to Harrison G. Purvis was recorded in the U.S. Patent and Trademark Office on April 1, 1996, at Reel 007865, Frame 0318, establishing the proper evidentiary documentation of ownership in accordance with 37 CFR 3.73. To the best of the undersigned's knowledge and belief, title is in the assignee identified above.

In re Reissue Patent Application for
Patent No. 5,842,685 for:
PURVIS ET AL.
Serial No. 08/620,211
Filing Date: March 29, 1996
Issue Date: December 1, 1998

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 12/31/2000

By: Harrison G. Purvis
HARRISON G. PURVIS
Assignee



Approved for use through 9/30/00. OMB 0551-0033
Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

REISSUE APPLICATION BY THE ASSIGNEE, OFFER TO SURRENDER PATENT		Docket Number (Optional) 24104
This is part of the application for a reissue patent based on the original patent identified below.		
Name of Patentee(s): Purvis et al.		
Patent Number 5,842,685	Date Patent Issued 12-1-98	
Title of Invention Temporary Guard Rail System		
<u>Harrison G. Purvis</u> is the assignee of the entire interest in the original patent. I offer to surrender the original patent. <input checked="" type="checkbox"/> A certificate under 37 CFR 3.73(b) is attached. I am authorized to act on behalf of the assignee.		
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application, any patent issued thereon, or any patent to which this declaration is directed.		
Name of assignee Harrison G. Purvis		
Signature of person signing for assignee <i>Harrison G. Purvis</i>		Date 10/9/2000
Typed or printed name and title of person signing for assignee Harrison G. Purvis, individually		

Burden Hour Statement. This form is estimated to take 0.1 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

08/421853

LAW OFFICE
JOHN G. MILLS AND ASSOCIATES
PATENT ATTORNEYS

5111 BUSINESS PARK
SUITE 200
WAKE FOREST, NC 27787

AREA CODE 919
TELEPHONE 751-1100
FAX 751-1111

NORTH CAROLINA
HARRIS COUNTY

AGREEMENT

THIS AGREEMENT made this 15th day of March, 1995 by and between TONY R. MATTHEWS and HARRISON G. PURVIS. In consideration of the mutual covenants contained herein and the actions to be taken by each party set forth herein, the parties agree as follows:

Harrison G. Purvis
Tony Matthews
Tony R. Matthews sells, assigns and transfers to Harrison G. Purvis all right, title, and interest he has or might have in that invention known as Guardrail Systems, Trade Name, Safety First Guardrail Systems. He also gives up any rights he might have to the patent for that invention now and in the future.

Tony R. Matthews further agrees upon the request of Harrison G. Purvis to provide Harrison G. Purvis promptly with all pertinent facts and documents relating to said application, said invention and said latter's patent and legal equivalents in foreign countries as may be known and accessible to Tony R. Matthews and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Harrison G. Purvis or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said invention and said latter's patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

BEST AVAILABLE COPY

In exchange for the above, Harrison G. Purvin shall pay Tony R. Matthews the sum of Fifty Thousand and no/100's (\$50,000.00) within thirty (30) days of the date of this Agreement.

This the 15th day of March, 1995.

Tony Matthews
TONY MATTHEWS

Harrison G. Purvin
HARRISON G. PURVIN

NORTH CAROLINA
Wake COUNTY

I, a Notary Public of the County and State aforesaid, certify that TONY MATTHEWS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15th day of March, 1995.

My Commission Expires: 8/2/99

Don B. Kordof
Notary Public

NORTH CAROLINA
Wake COUNTY

I, a Notary Public of the County and State aforesaid, certify that HARRISON G. PURVIN, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15th day of March, 1995.

My Commission Expires: 8/2/99

Don B. Kordof
Notary Public

MCLEOD, HARRISON & HARROP

P.O. BOX 943

DUNN, NORTH CAROLINA 28335-0943

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